

INTERLOCAL CONSORTIUM AGREEMENT BY AND BETWEEN THE  
LOCAL ELECTED OFFICIALS OF THE NORTHEAST TENNESSEE LOCAL  
WORKFORCE DEVELOPMENT AREA FOR IMPLEMENTATION OF THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA), AS AMENDED

JULY 1, 2020 – JUNE 30, 2022

**A. Purpose of Interlocal Agreement**

Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), was enacted into law in July, 2014. WIOA prescribes that a unified, integrated system be deployed to provide workforce development services which will: 1) increase employment, retention and earnings of participants; 2) increase attainment of recognized credentials; 3) improve the quality of the workforce; 4) reduce welfare dependency; 5) increase economic self-sufficiency; 6) meet skill requirements of employers; and 7) enhance regional employment, productivity and competitiveness.

PL 113-128 (WIOA) requires that when multiple local governments exist within a Local Workforce Development Area (LWDA), the Local Elected Officials (LEOs) of said LWDA must execute an agreement which defines the responsibilities, duties and liabilities of said LEOs and which identifies mechanisms for the Chief Local Elected Official (CLEO) and the LEOs to carry out the vision for the Local Workforce Development Area's plan for implementation of WIOA. In order to implement PL 113- 128, WIOA, in accordance with statutory requirements, the signatory Local Elected Officials of the units of local government of The Northeast Tennessee Local Workforce Development Area do hereby form The Northeast Tennessee Local Workforce Development Area (NETLWDA) Consortium and do agree to participate in the implementation of the Workforce Innovation and Opportunity Act of 2014. For purposes of this agreement said officials shall be the County Mayors of Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington Counties of the State of Tennessee, representing their respective local jurisdictions.

The term of this agreement shall begin July 1, 2020 and shall continue in effect not to exceed two (2) years or until otherwise amended and shall be enacted according to provisions of the Workforce Innovation and Opportunity Act. Further, this agreement may be amended to ensure ongoing compliance with the WIOA law and any regulations, amendment and/or guidance received from the U. S. Department of Labor or from the Tennessee Department of Labor and Workforce Development and at the request and vote of a simple majority of the county mayors referred to herein. The effective date of this agreement shall begin July 1, 2020 and shall end June 30, 2022.

**B. Participating Local Elected Officials**

Local Elected Officials shall serve as members of the Consortium representing their respective counties during their term of elected office. Should an incumbent be removed from office through election or other means, the official assuming that office shall receive, within thirty (30) business days, an orientation as to the roles, responsibilities, and liabilities as it relates to WIOA and the mission/vision for regional workforce development. Upon assumption of the

office of County Mayor and the resulting joining of this Consortium, each LEO shall provide written documentation that he/she has read, understands and will comply with the elements of this agreement, and that he/she understands the importance of participation in workforce development and related activities for the Northeast Tennessee Local Workforce Development Area and the Region, in compliance with the WIOA statute.

As elected County Mayors, LEOs reserve the option to request negotiations to amend this agreement at any time during tenure in office. By signature hereto, the Mayors of the eight (8) counties which comprise the Northeast Tennessee Local Workforce Development Area acknowledge that they have read, understand and will comply with the Interlocal Agreement. Should local election outcomes result in a change in membership of the Counties who serve as members of the Consortium, the newly elected mayor(s) of said counties shall, by signature hereto, execute a written statement acknowledging that he/she has read, understands and will comply with the Interlocal agreement. Further, should local election outcomes result in a change in membership of the Counties who serve as members of the Consortium, the newly elected mayor(s) of said counties reserve the right to request negotiations to amend the Interlocal Agreement at any time during the official's tenure as a Local Elected Official. Said amendments shall be submitted to the Northeast Tennessee Local Workforce Development Board and to the Tennessee Department of Labor and Workforce Development.

Should local election outcomes result in a change in membership of the Consortium which removes the designated Chief Local Elected Official from participation in the Consortium, Consortium members shall convene to nominate and elect a new Chief Local Elected Official. Upon such change, the Chief Elected Official, shall execute a written statement acknowledging that he/she has read, understands and complies with the current Interlocal Agreement. The new Chief Local Elected Official may also reserve the option to request amendment to the Consortium Interlocal Agreement. Further, in regard to other Local Elected Officials, should local election outcomes result in a change in membership of the other Counties who serve as members of the Consortium, the newly elected mayor(s) of said counties shall execute a written statement acknowledging that he/she has read, understands and complies with the Interlocal Agreement. Should local election outcomes result in a change in membership of the other Counties who serve as members of the Consortium, the newly elected mayor(s) of said counties reserve the right to request negotiations to amend the Interlocal Agreement at any time during the official's tenure as a Local Elected Official.

Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington Counties comprise the Northeast Tennessee Local Workforce Development Area. Parties to this agreement include:

County Legislative Body, Sullivan County, Tennessee  
County Legislative Body, Washington County, Tennessee  
County Legislative Body, Greene County, Tennessee  
County Legislative Body, Carter County, Tennessee  
County Legislative Body, Hawkins County, Tennessee  
County Legislative Body, Unicoi County, Tennessee  
County Legislative Body, Johnson County, Tennessee  
County Legislative Body, Hancock County, Tennessee

For the Northeast Tennessee Local Workforce Development Area, the participating Local Elected Officials, as of the date of execution of this agreement are:

- **Richard Venable, Mayor, Sullivan County**  
3411 Hwy 126, Suite 106  
Blountville, TN 37617  
423-323-6417  
[rvenable@sullivancountyttn.org](mailto:rvenable@sullivancountyttn.org)
- **Joe Grandy, Mayor, Washington County**  
P. O. Box 219  
Jonesborough, TN 37659  
423-753-1666  
[jgrandy@washingtoncountyttn.org](mailto:jgrandy@washingtoncountyttn.org)
- **Kevin Morrison, Mayor, Greene County**  
204 N. Cutler Street, Suite 206  
Greeneville, TN 37645  
423-798-1766  
[mayorkevinmorrison@greencountytn.gov](mailto:mayorkevinmorrison@greencountytn.gov)
- **Patty Woodby, Mayor, Carter County**  
801 East Elk Avenue Elizabethton, TN 37643  
423-542-1801  
[Patty.woodby@cartercountyttn.gov](mailto:Patty.woodby@cartercountyttn.gov)
- **Jim Lee, Mayor, Hawkins County**  
150 E. Washington Street, Suite 2  
Rogersville, TN 37857  
423-272-7359  
[jim.lee@hawkinscountymayor.com](mailto:jim.lee@hawkinscountymayor.com)
- **Garland Evely, Mayor, Unicoi County**  
P.O. Box 169  
Erwin, TN 37650 423-743-9391  
[garland.evely@gmail.com](mailto:garland.evely@gmail.com)
- **Mike Taylor, Mayor, Johnson County**  
222 West Main Street Mountain City, TN 37683  
423-727-9696  
[mayor@johnsoncountyttn.gov](mailto:mayor@johnsoncountyttn.gov)
- **Thomas Harrison, Mayor, Hancock County**  
1237 Main Street  
P.O. Box 347

**Sneedville, TN 37869**  
**423-733-4341**  
**[officemanager@hancockmayortn.com](mailto:officemanager@hancockmayortn.com)**

WIOA Section (107)(c)(l)(A) authorizes LEOs to appoint the members of the Local Workforce Development Board in accordance with the criteria established under Section 107(b) of the WIOA. Authority to appoint members to the LWDB lies solely with the Chief Local Elected Official.

### **C. Designation of Chief Local Elected Official**

The parties to this Agreement agree that a Chief Local Elected Official shall be selected to serve as Chairperson by the body of Local Elected Officials and may act on behalf of the other Local Elected Officials to execute any documents as may be reasonably necessary to implement the provisions of WIOA.

In addition to the designation as CLEO, the CLEO will serve as Chairperson of the Consortium for the purpose of conduct of meetings and transaction of other business. In addition to the CLEO/Chair designation, the Consortium may elect additional officers of the Consortium. Said election shall occur each year at the Annual Meeting of the Consortium.

The Chief Local Elected Official shall be determined through nomination and majority approval of the Local Elected Officials. The CLEO shall serve as the signatory on behalf of the Consortium. The term of the CLEO shall be for the duration of this agreement. If the CLEO is not performing their function that is befitting the LWDA, then the LEOs may unseat the CLEO by a two-thirds (2/3) majority vote. If this occurs, the TDLWD will be notified immediately by sending correspondence to [Workforce.Board@tn.gov](mailto:Workforce.Board@tn.gov).

On behalf of the LEO Consortium, the CLEO shall have authority to:

- execute any and all binding agreements which pertain to the execution of responsibilities as outlined in WIOA, including, but not limited to, agreements with the Local Workforce Development Board or its designee;
- appoint members of the Northeast TN Local Workforce Development Board;
- collaborate with the Northeast Tennessee Local Workforce Development Board in the approval of the designation and certification of One Stop Operator (OSO) and to terminate for cause the eligibility of such operator;
- collaborate with the Northeast Tennessee Local Workforce Development Board in the development of a Memorandum of Understanding with AJC Partners;
- collaborate with the Northeast Tennessee Local Workforce Development Board in the oversight of the AJC delivery system;
- collaborate with the Northeast Tennessee Local Workforce Development Board in the establishment of NETLWDB by-laws;
- submit regional and local plans in accordance with Sections 106 (c)(2) and 107(d)(l) of WIOA, and as developed in collaboration with the Northeast Tennessee Local Workforce Development Board;
- collaborate with the Northeast Tennessee Local Workforce Development Board in the negotiation and agreement for determination of local performance accountability

- measures as described in WIOA Section 116 (c);
- act on behalf of the LEO Consortium in routine matters; however, any such action taken shall be communicated to all LEO Consortium members;
  - represent the interests of the LEO's of the Northeast Tennessee Local Workforce Development Area relating to workforce and economic development, in collaboration with the NETLWDB Chair;
  - take other actions as shall be deemed necessary, in accordance with WIOA and any regulations/guidance thereto;
  - approve additional grant applications which may result from funds other than WIOA, including related grant contracts/sub-contracts, grant modifications, etc.; and
  - sign other such agreements, contracts, and other legal documents as may be required from time to time.

As of the date of execution of this agreement, the CLEO for the Northeast Tennessee Local Workforce Development Area shall be Richard Venable, Mayor of Sullivan County, who shall serve as signatory official.

By signature hereto, Mayor Venable attests that he has read, understands and will comply with the Interlocal Agreement.

**Richard Venable, Mayor, Sullivan County**  
3411 Hwy 126, Suite 106  
Blountville, TN 37617  
423-323-6417  
[rvenable@sullivancountyttn.org](mailto:rvenable@sullivancountyttn.org)



Richard Venable, CLEO

#### **D. Grant Recipient and Signatory**

The Chief Local Elected Official and parties to this agreement designates grant recipient authority of funds to the Alliance for Business and Training (AB&T). The CLEO, Richard Venable, Mayor, Sullivan County, retains signatory authority.

#### **E. Liability of Funds**

The Consortium members jointly agree, in their capacity as County Mayor, to assume the responsibility for receipt and disbursement of WIOA funds, according to 107 (d)(12)(B)(i)(I) of the Workforce Innovation and Opportunity Act. Such agreement shall include assumption of pro-rata responsibility for any misuse of funds allocated to the local area. Such pro-rata liability shall be determined based upon each county's percent of the population in the Northeast Tennessee Local Workforce Development Area. In general, liability for disallowed costs rests with the entity responsible for incurring the cost, and recovery will be pursued with such entity for any disallowed cost. Should a finding of disallowed cost be upheld and for which there are

insufficient unrestricted funds held by the Fiscal Agent for repayment, the member counties of the Northeast Tennessee Local Workforce Development Area have, by signature of their LEO hereto, agreed to assume liability for repayment of said disallowed costs in accordance with the pro-rata determination heretofore referenced. The Alliance for Business & Training as Grant Recipient and Fiscal Agent agrees to carry \$3 Million Dollars in liability insurance with members of the Consortium named as additional insureds and to indemnify and hold harmless the member counties for said repayments. Funds will be reimbursed to the Tennessee Department of Labor and Workforce Development.

**F. Grant Recipient/Fiscal Agent or Grant Sub-Recipient Designation**

Further, according to 107 (d) (12) (B) (i) (II) of the Workforce Innovation and Opportunity Act of 2014, the CLEO designates the Fiscal Agent. Through this Agreement, the CLEO and Consortium members jointly agree to designate the Alliance for Business and Training as the local Grant Recipient, Administrative Entity and Fiscal Agent. In order to exercise this designation, the Consortium members agree that WIOA funds flow directly from the State to AB&T for efficient implementation of AB&T's role as the Grant Recipient, Administrative Entity and Fiscal Agent. In accordance with WIOA, the Alliance for Business and Training shall also serve as staff to the Northeast Tennessee Local Workforce Development Board. As staff to the Board, AB&T may provide targeted WIOA services, as aligned with the functions of the Board described in the WIOA legislation.

Such designation as Grant Recipient, Administrative Entity/Fiscal Agent notwithstanding, the Local Elected Officials retain responsibility for appropriate use and distribution of any and all funds allocated to the Northeast Tennessee Local Workforce Development Area under WIOA. No Local Elected Officials serve on the Northeast Tennessee Local Workforce Development Board. In general, liability for disallowed costs rests with the entity responsible for incurring the cost, and recovery will be pursued with such entity for any disallowed cost. Should a finding of disallowed cost be upheld and for which there are insufficient unrestricted funds held by the Grant Recipient/Fiscal Agent for repayment, the member counties of the Northeast Tennessee Local Workforce Development Area have, by signature of their LEO hereto, agreed to assume liability for repayment of said disallowed costs in accordance with the pro-rata determination heretofore referenced. The Alliance for Business & Training (AB&T) as Grant Recipient/Fiscal Agent agrees to carry \$3 Million Dollars in liability insurance with members of the Consortium named as additional insureds and to indemnify and hold harmless the member counties for said repayments. Funds will be reimbursed to the Tennessee Department of Labor and Workforce Development. The designation of AB&T as the grant recipient does not relieve the LEOs of the liability for any misuse of grant funds as apportioned in this Interlocal Agreement.

Further, in accordance with the WIOA legislation, AB&T shall administer systems and processes as required to perform duties to assist the Board in carrying out its functions as delineated in §107 of WIOA. Further, AB&T, as staff to the Northeast TN Local Workforce Development Board, may collaborate in the development of functional alignment approaches with required partners (Title I, Title II, Title III, and Title IV, and TANF/Families First) in the American Job Centers, as appropriate and as determined through agreement with said partners, in accordance with the approved Memorandum of Understanding/Infrastructure Funding

Agreement.

#### **G. Resolving Disallowed Costs**

Such designation as Grant Recipient/Fiscal Agent notwithstanding, the Local Elected Officials retain responsibility for appropriate use and distribution of any and all funds allocated to the Northeast Tennessee Local Workforce Development Area under WIOA. No Local Elected Officials serve on the Northeast Tennessee Local Workforce Development Board. In general, liability for disallowed costs rests with the entity responsible for incurring the cost, and recovery will be pursued with such entity for any disallowed cost. Should a finding of disallowed cost be upheld and for which there are insufficient unrestricted funds held by the Grant Recipient/Fiscal Agent for repayment, the member counties of the Northeast Tennessee Local Workforce Development Area have, by signature of their LEO hereto, agreed to assume liability for repayment of said disallowed costs in accordance with the pro-rata determination heretofore referenced. The Alliance for Business & Training (AB&T) as Grant Recipient/Fiscal Agent agrees to carry \$3 Million Dollars in liability insurance with members of the Consortium named as additional insureds and to indemnify and hold harmless the member counties for said repayments. Funds will be reimbursed to the Tennessee Department of Labor and Workforce Development.

#### **H. LWDB Member Representation**

The Chief Local Elected Official has sole authority to appoint members to the Local Workforce Development Board, hereinafter referred to as the Northeast TN Workforce Development Board or NETLWDB. Additionally, the LEO Consortium members may provide input into the nomination of members to the Local Workforce Development Board, according to §107 (c)(1)(A) and (B), as stated in the criteria for appointment in §107 (b). Nomination for membership for private sector representation shall adhere to §107 (b)(2)(A).

The names and qualifications of NETLWDB candidates will be submitted to the Governor for certification, according to §107 (a) of the WIOA. Said representation should reflect appropriate economic sector distribution of the local workforce area to ensure consideration of regional labor market needs and adherence to applicable laws and regulations.

Subsequent to certification as above, the Consortium will execute an Agreement with the NETLWDB. Said Agreement shall outline roles and responsibilities of each party and shall include policies and procedures for replacement or removal of NETLWDB members, in accordance with the NETLWDB Bylaws.

WIOA Section (107)(c)(1)(A) authorizes LEOs to appoint the members of the Local Workforce Development Board in accordance with the criteria established under Section 107(b) of the WIOA. LEOs, Directors of Chambers of Commerce, and the Head of a nominee's organization may nominate individuals to the Board. Authority to appoint members to the LWDB and the final signatory lies solely with the Chief Local Elected Official.

The number of the members of the Board shall be not less than the minimum number required under the Act as set forth in the Workforce Innovation and Opportunity Act of 2014, as amended from time to time. The number of members may be increased or decreased from time to time by the Local Elected Officials of the counties within NETLWDA, but no decrease shall have the effect of shortening the term of an incumbent officer or member or reducing the number of members below the minimum number required under the Act.

The Local Elected Official of each of the counties encompassed within the Northeast Tennessee Local Workforce Development Area shall have input into the appointment of the members of the Board in accordance with the criteria established by WIOA and by the Governor of the State of Tennessee as described in Workforce Services Policy#16-11- Local Governance, as amended from time to time. Solicitation for a nomination of a LWDB member from each county is required.

A majority of the members of the local Board shall be representatives of the private sector as described in paragraph (2)(A) in the WIOA, Section 107.

The Governor, in partnership with the State Board, may establish criteria for use by the Chief Local Elected Official for appointment of members of the Board. Such criteria shall require that, at a minimum-

**A. Representatives of Business** - a minimum of 51% of the members of each local Board shall be representatives of business in the local area, who--

- (i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
- (ii) represent businesses, including small businesses (at minimum 2 members), or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
- (iii) are appointed from among individuals nominated by local business organizations and business trade associations;

**B. Labor Organization Representatives** - A minimum of 20% of the membership shall be representatives of the workforce within the local area, who--

- (i) shall include representatives of labor organizations nominated by local labor federations in local areas where employers are represented by labor organizations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
- (ii) shall include a representative, who shall be a member of a labor organization or a training director, from a Joint labor management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
- (iii) may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the



- employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
- (iv) may include (optional) representatives of organizations that have demonstrated experience and expertise in addressing the employment, training or education needs of WIOA eligible youth, including representatives of organizations that serve out of school youth.

- C. **Representatives of Education & Training** - each local Board shall include representatives of entities administering education and training activities in the local area, who--
- (i) shall include a representative of eligible providers administering adult education and literacy activities under WIOA title II;
  - (ii) shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);
  - (iii) may include (optional) representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;

- D. **Representatives of Government, Economic and Community Development** - each local Board shall include representatives of governmental and economic and community development entities serving the local area, who--
- (i.) shall include a representative of economic and community development entities;
  - (ii.) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;
  - (iii.) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area;
  - (iv.) may include (optional) representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
  - (v.) may include (optional) representatives of philanthropic organizations serving the local area; and

- E. **Discretionary Representatives** - each local Board may include such other individuals or representatives of entities as the Chief Local Elected Official may determine to be appropriate, contingent upon maintenance of sector representation ratios described above and in accordance with the Bylaws enacted by the Northeast Tennessee Local Workforce Development Board.

As of the execution of this Interlocal Agreement, members are appointed for a term of four (4) years, in accordance with the NETLWDB Bylaws. A member may be reappointed at the conclusion of his/her four (4) year term, and the maximum number of terms a member may be limited to four (4) reappointments. Reappointment of members shall follow the same process as the original appointment. Terms of membership will be staggered such that no more than 1/3 of membership shall be considered for re-nomination/reappointment in any given year. In

the event of a vacancy which arises as a result of a member's leaving the Board, members who are appointed representing the same organization shall complete the term of service of said member. Should the member organization not wish to, or be unable to, replace the member, the standard appointment process for new organizations will apply. In the event the NETLWDB membership requires adherence to all elements described in §107 of WIOA, as well as adherence to approved conflict of interest policies, fraud and/or abuse policies, attendance requirements and other requirements as described in the NETLWDB Bylaws. Failure to do so may result in removal of the individual from service on the NETLWDB. Removal of NETLWDB members shall also follow the guidelines as outlined in the NETLWDB Bylaws, as adopted and/or amended. LWDB members may be removed for other factors outlined in section V.16 of the LWDB Bylaws. The agreement must define the specific criteria that will be used to establish just cause for such removal and the process required to document proof, including the steps to file an appeal or petition for arbitration.

### **I. Communication**

The LEOs shall meet at least one (1) time a year with the LWDB and one (1) time a year separately as LEOs to discuss the shared vision, goals, and strategies. An Annual Report shall be prepared which contains statistical, financial and anecdotal information to inform the LEOs, other stakeholders and the public as to the activities of the Consortium, the NETLWDB and AB&T. Special meetings of the LEOs may be called by the CLEO, with notice of said called meeting given by the CLEO at least one (1) business day prior thereto. Meetings may take the form of face to face gatherings or may be conducted electronically through phone call, teleconference, email, webinar or other such electronic means as may be available. In exercise of duties incumbent upon members of the Consortium of Local Elected Officials, the Consortium shall meet jointly with the Local Workforce Development Board at least annually. Further, the Consortium shall meet separately at least annually to discuss shared vision, goals, and strategies, in exercise of the duties as members of the Consortium. In addition, the Consortium and the Northeast Tennessee Local Workforce Development Board shall maintain communication strategies, including face to face, conference calling, electronic methods, print materials, websites and other social media options as shall be deemed appropriate.

### **J. LWDB Budget Approval**

The Consortium of Local Elected Officials of NETLWDA shall approve the budget of the Northeast TN Local Workforce Development Board. The Consortium of Local Elected Officials shall meet jointly with the NETLWDB for this purpose.

The Consortium, in exercise of its statutory and regulatory role as an independent body, and in exercise of its role as members of the corporate Board of Directors of the Grant Recipient, Fiscal Agent and Administrative Entity (The Alliance for Business and Training), shall approve the administration of funds allocated through the Workforce Innovation and Opportunity Act of 2014 and shall review and approve the annual budget for use of said funds.

The annual budget for the LWDA is prepared by staff to the Board and is approved by the NETLWDB. Fiscal oversight and fiscal performance reviews shall take place throughout the

year and shall occur on a quarterly basis. The Consortium of Local Elected Officials of the Northeast Tennessee Local Workforce Development Area shall approve the budget of the Northeast TN Local Workforce Development Board. The Consortium of Local Elected Officials shall meet jointly with the NETLWDB for this purpose.

**K. Local Workforce Development Board Performance**

As described above, the Consortium of Local Elected Officials shall meet at least annually with the NETLWDB to review performance of the NETLWDA, including outcomes achieved by the One-Stop Operator and all sub-contractors, to ensure that each county's workforce goals and needs are being addressed according to the Local Plan. The strategic plan developed in collaboration with the NETLWDB and the Consortium shall include statistical and anecdotal analytics, together with a program narrative which outlines the region's targeted goals and objectives and which enumerates proposed methods for achieving and for monitoring progress toward attainment of goals, along with standardized performance reports which compare the NETLWDA's negotiated performance measures with actual attainment levels.

**L. Dispute Resolution**

The Northeast Tennessee Local Workforce Development Area's LEO's operate together in a collaborative and collegial manner, and the County Mayors participate in a number of regional organizations and initiatives which require their joint commitment to the well-being of all of the communities they serve. It is to their benefit and to the benefit of the public interest that LEO's build relationships and function in good faith. In the event of a dispute, the LEOs will discuss any issue in an open and transparent manner to ensure that all facts and opinions are fully disclosed using a consensus building approach. In the event of failure to reach consensus, the CLEO may appoint an independent committee composed of community leaders, or solicit counsel from a mutually agreed upon third party with expertise in workforce and economic development to research the matter and provide objective insight, guidance and options for action. In the event consensus is not attainable, majority vote shall pertain.

**M. Election of a New County Mayor**

In the event that a new county mayor is elected, the LWDB must inform the new LEO(s), within thirty (30) business days, of their responsibilities and liabilities, as well as the need to review and update any written agreements among the LEOs. The newly elected mayor(s) of said counties shall execute a written statement acknowledging that he/she has read, understands and complies with the Interlocal agreement.

Should local election outcomes result in a change in membership of the other Counties who serve as members of the Consortium, the newly elected mayor(s) of said counties reserve the right to request negotiations to amend the Interlocal Agreement at any time during the official's tenure as a Local Elected Official. Should local election outcomes result in a change in membership of the Consortium which removes the designated Chief Elected Official from participation in the Consortium, Consortium members shall convene to nominate and elect a new Chief Local Elected Official. Upon such change, the Chief Elected Official, shall execute a written statement acknowledging that he/she has read, understands and complies with the current

Consortium agreement. The new Chief Local Elected Official may also reserve the option to request amendment to the Consortium Interlocal Agreement.

**N. Amendment or Change to the Interlocal Agreement**

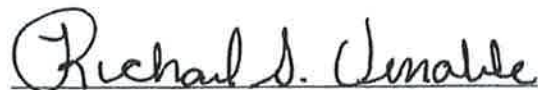
This Agreement may be modified or amended upon agreement by the members of the LEO Consortium. This agreement may be amended, as may be needed from time to time, as a result of statutory or regulatory change or as a result of LEO determination of the need for amendment. Changes/amendments shall require a majority vote and attainment of signatures from all members of the LEO Consortium for NETLWDA. Should changes be made to this agreement, the new agreement shall be provided to the NETLWDB, the TDLWD, and the Program Integrity Unit.

*(End of Document. Signatures on following page.)*

**APPENDIX A:**

BY OUR SIGNATURES ATTACHED HERETO, WE HAVE READ, UNDERSTAND,  
AGREE AND WILL COMPLY WITH THIS INTERLOCAL AGREEMENT:

- o Richard Venable, Mayor, Sullivan County  
3411 Hwy 126, Suite 106  
Blountville, TN 37617  
423-323-6417  
[rvenable@sullivancountyttn.org](mailto:rvenable@sullivancountyttn.org)



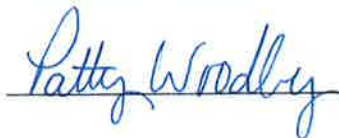
- o Joe Grandy, Mayor, Washington County  
P. O. Box 219  
Jonesborough, TN 37659  
423-753-1666  
[jgrandy@washingtoncountyttn.org](mailto:jgrandy@washingtoncountyttn.org)



- o Kevin Morrison, Mayor, Greene County  
204 N. Cutler Street, Suite 206  
Greeneville, TN 37645  
423-798-1766  
[mayorkevinmorrison@greencountytn.gov](mailto:mayorkevinmorrison@greencountytn.gov)



- o Patty Woodby, Mayor, Carter County  
801 East Elk Avenue  
Elizabethton, TN 37643  
423-542-1801  
[Patty.woodby@cartercountyttn.gov](mailto:Patty.woodby@cartercountyttn.gov)



- o Jim Lee, Mayor, Hawkins County  
150 E. Washington Street, Suite 2  
Rogersville, TN 37857  
423-272-7359

~~jim.lee@hawkinscountymayor.com~~

jim.lee@hawkinscountyttn.gov



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- o Garland Evely, Mayor, Unicoi County  
P. O. Box 169  
Erwin, TN 37650  
423-743-9391

garlandevely@gmail.com



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- o Mike Taylor, Mayor, Johnson County  
222 West Main Street  
Mountain City, TN 37683  
423-727-9696

mayor@johnsoncountyttn.gov



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- o Thomas Harrison, Mayor, Hancock County  
1237 Main Street  
P. O. Box 347  
Sneedville, TN 37869  
423-733-4341

officemanager@hancockmayortn.com



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**APPENDIX B:**

This document acknowledges the designation by the Chief Local Elected Official of a Grant Recipient/Fiscal Agent. By signing this document the Grant Recipient/Fiscal Agent has read and understood the responsibilities and liabilities of the role as described in WIOA Section 107(d)(12)(B)(i)(II).

Grant Recipient/Fiscal Agent:

The Alliance for Business and Training, Inc. (AB&T)

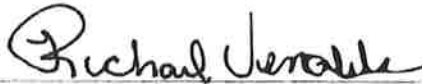
Representative: Kathy Pierce  
Executive Director  
P.O. Box 249  
Elizabethton, TN 37644

Signature:

A handwritten signature in cursive script, appearing to read "Kathy Pierce", written over a horizontal line.

CLEO Name: Richard Venable, Mayor  
Sullivan County  
3411 Highway 126, Suite 106  
Blountville, TN 37617

Signature:

A handwritten signature in cursive script, appearing to read "Richard Venable", written over a horizontal line.

APPENDIX C:

POPULATION STATISTICS  
 NORTHEAST TENNESSEE LOCAL WORKFORCE  
 DEVELOPMENT AREA PRO-RATA DISTRIBUTION OF LIABILITY

<u>COUNTY</u>	<u>POPULATION</u>	<u>%</u>
Carter County	56,488	11.10%
Greene County	68,808	13.52%
Hancock County	6,600	1.30%
Hawkins County	56,459	11.10%
Johnson County	17,691	3.48%
Sullivan County	157,158	30.89%
Unicoi County	17,759	3.49%
Washington County	127,806	25.12%
<b>Total</b>	<b>508,769</b>	<b>100%</b>

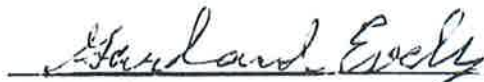
  
 Richard Venable  
 Mayor, Sullivan County

  
 Joe Grandy  
 Mayor, Washington County

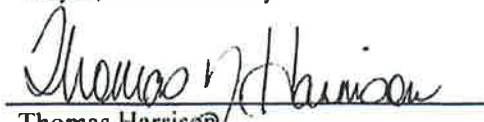
  
 Kevin Morrison  
 Mayor, Greene County

  
 Patty Woodby  
 Mayor, Carter County

  
 Jim Lee  
 Mayor, Hawkins County

  
 Garland Evely  
 Mayor, Unicoi County

  
 Mike Taylor  
 Mayor, Johnson County

  
 Thomas Harrison  
 Mayor, Hancock County